

TOGUT, SEGAL & SEGAL LLP
Bankruptcy Co-Counsel for Delphi Corporation, et al.,
Debtors and Debtors in Possession
One Penn Plaza, Suite 3335
New York, New York 10119
(212) 594-5000
Albert Togut (AT-9759)
Neil Berger (NB-3599)

Delphi Legal Information Hotline:
Toll Free: (800) 718-5305
International: (248) 813-2698

Delphi Legal Information Website:
<http://www.delphidocket.com>

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

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In re:	:	
	:	Chapter 11
DELPHI CORPORATION, et al.,	:	Case No. 05-44481 [RDD]
	:	
Debtors.	:	Jointly Administered
	:	
-----X	:	

**JOINT STIPULATION AND AGREED ORDER
COMPROMISING AND ALLOWING PROOF OF CLAIM NUMBER 6956
(THE GOODYEAR TIRE & RUBBER COMPANY/JPMORGAN CHASE BANK, N.A.)**

Delphi Corporation ("Delphi") and certain of its subsidiaries and affiliates, debtors and debtors-in-possession in the above-captioned cases (the "Debtors"), The Goodyear Tire & Rubber Company ("Goodyear"), and JPMorgan Chase Bank, N.A. ("JPM") respectfully submit this Joint Stipulation And Agreed Order Compromising And Allowing Proof Of Claim Number 6956 (the "Stipulation") and agree and state as follows:

WHEREAS, on October 8, 2005 (the "Petition Date"), the Debtors filed

voluntary petitions under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101-1330, as amended, in the United States Bankruptcy Court for the Southern District of New York; and

WHEREAS, on May 26, 2006, Goodyear filed proof of claim number 6956 against Delphi Automotive Systems LLC ("DAS LLC"), asserting an unsecured non-priority claim in the amount of \$1,332,006.89 (the "Claim"); and

WHEREAS, Goodyear subsequently transferred the Claim to JPM as evidenced by that certain Notice of Transfer filed on May 26, 2006 (DAS LLC Docket No. 17); and

WHEREAS, on October 26, 2007, the Debtors objected to the Claim pursuant to the Debtors' Twenty-Second Omnibus Objection Pursuant To 11 U.S.C. § 502(b) And Fed. R. Bankr. P. 3007 To Certain (A) Duplicate Or Amended Claims, (B) Equity Claims, (C) Insufficiently Documented Claims, (D) Claims Not Reflected On Debtors' Books And Records, (E) Untimely Claims, And (F) Claims Subject To Modification, Tax Claims Subject To Modification, Modified Claims Asserting Reclamation, Claims Subject To Modification That Are Subject To Prior Orders, And Modified Claims Asserting Reclamation That Are Subject To Prior Orders (Docket No. 10738) (the "Twenty-Second Omnibus Claims Objection"); and

WHEREAS, on November 20, 2007, Goodyear filed a Response to the Twenty-Second Omnibus Claims Objection (Docket No. 10999) (the "Response"); and

WHEREAS, Goodyear received two (2) Notices of Cure Amount With Respect To Executory Contract To Be Assumed Or Assumed And Assigned Under Plan

Of Reorganization (the "Cure Notices") and Goodyear did not object to the cure amounts listed in the Cure Notices; and

WHEREAS, on June 23, 2008, to resolve the Twenty-Second Omnibus Claims Objection with respect to the Claim, DAS LLC, Goodyear and JPM entered into a settlement agreement (the "Settlement Agreement"); and

WHEREAS, pursuant to the Settlement Agreement, the Debtors acknowledge and agree that (a) the Claim shall be allowed against DAS LLC in the amount of \$1,275,000 as a general unsecured non-priority claim, and (b) a maximum amount of \$352,846.98 (the "Cure Amount") of the Claim will be paid to Goodyear in cash as a cure payment with respect to the assumption, pursuant to the terms and conditions of the Debtors' First Amended Joint Plan of Reorganization, as it may be amended, modified or superseded, of some or all of P.O. numbers: D0550057160, D0550057162, D0550059161, D0550059915, D0550059916, D0550059924, D0550059961, D0550059963, D0550059964, D0550060006, D0550061119, D0550063771, D0550064103, D0550066046, D0550071550, D0550071551, D0550071704, D0550078564, and SAG90I0460; and

WHEREAS, DAS LLC is authorized to enter into the Settlement Agreement either because the Claim involves ordinary course controversies or pursuant to that certain Order Under 11 U.S.C. §§ 363, 502, And 503 And Fed. R. Bankr. P. 9019(b) Authorizing Debtors To Compromise Or Settle Certain Classes Of Controversy And Allow Claims Without Further Court Approval (Docket No. 4414) entered by this Court on June 29, 2006.

NOW, THEREFORE, in consideration of the foregoing, the Debtors,

Goodyear and JPM stipulate and agree as follows:

1. The Claim shall be allowed in the amount of \$1,275,000 and shall be treated as an allowed general unsecured non-priority claim against DAS LLC.

2. Subject only to the terms of the Settlement Agreement, the Cure Amount due to Goodyear from DAS LLC is fixed in the maximum amount of \$352,846.98.

3. Without further order of the Court, DAS LLC is authorized to offset or reduce the Claim for purposes of distribution to holders of allowed claims entitled to receive distributions under any plan of reorganization of the Debtors by the Cure Amount paid to Goodyear on account of the assumption, pursuant to section 365 of the Bankruptcy Code.

4. The Response is hereby withdrawn.

5. The Stipulation does not impact, alter or affect any other proofs of claim that Goodyear or JPM have on file against the Debtors and relates solely to those matters arising out of or related to the Claim.

Dated: New York, New York
June 24, 2008

DELPHI CORPORATION, et al.,
Debtors and Debtors-in-Possession,
By their Bankruptcy Conflicts Counsel,
TOGUT, SEGAL & SEGAL LLP,
By:

/s/ Neil Berger
NEIL BERGER (NB-3599)
A Member of the Firm
One Penn Plaza, Suite 3335
New York, New York 10119
(212) 594-5000

Dated: Cleveland, Ohio
June 19, 2008

THE GOODYEAR TIRE & RUBBER
COMPANY,
By its Counsel,
BROUSE MCDOWELL L.P.A.,
By:

/s/ Alan M. Koschik
ALAN M. KOSCHIK
1001 Lakeside Avenue, Suite 1600
Cleveland, Ohio 44114
(216) 830-6830

Dated: New York, New York
June 19, 2008

JPMorgan Chase Bank, N.A.
By its Counsel,
KIRKPATRICK & LOCKHART
PRESTON GATES ELLIS LLP,
By:

/s/ Steven H. Epstein

STEVEN H. EPSTEIN
599 Lexington Avenue
New York, New York 10022
(212) 536-3900

SO ORDERED

This 1st day of July, 2008
in New York, New York

/s/Robert D. Drain

HONORABLE ROBERT D. DRAIN
UNITED STATES BANKRUPTCY JUDGE